

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

CHARLES S. OAKES,

Plaintiff,

v.

No. 2:22-cv-00224-SMV-GJF

**HONEYWELL INTERNATIONAL, INC.,
a Delaware Corporation; NATIONAL TECHNOLOGY
AND ENGINEERING SOLUTIONS OF
SANDIA, LLC, a Delaware Corporation
and wholly-owned subsidiary of Honeywell
International, Inc.; CAROL ADKINS; and
PAUL SHOEMAKER,**

Defendants.

DECLARATION OF DAVID JOHNSON

Pursuant to 28 U.S.C. § 1746, David (DJ) Johnson declares:

1. I am the Vice President/General Manager, Honeywell Federal Solutions for Honeywell International, Inc. (Honeywell).
2. I have held the position of Vice President/General Manager, Honeywell Federal Solutions for more than three years, and have worked for Honeywell in various positions for more than fourteen years.
3. In my current position, I am directly responsible for overseeing Honeywell's subsidiaries' United States Government Management and Operating (M&O) contracts.
4. In this role I serve as liaison between Honeywell, its subsidiaries with M&O contracts, federal customers, and industry partners.
5. Honeywell is a Delaware corporation with its principal place of business and headquarters in Charlotte, North Carolina.
6. Honeywell operates nationally and invents and commercializes technologies that address some of the world's most critical challenges around energy, safety, security, air travel, productivity and

global urbanization. Honeywell offers both physical and software products, including aerospace products and services, energy efficient products and solutions for businesses, specialty chemicals, electronic and advanced materials, process technology for refining and petrochemicals, and productivity, sensing, safety and security technologies for buildings and industries.

7. In 2016, Honeywell established National Technology and Engineering Solutions of Sandia, LLC (Sandia) as a wholly-owned subsidiary. Sandia is headquartered in Albuquerque, New Mexico and organized under the laws of the state of Delaware.
8. Sandia bid for, and was awarded, a contract with the National Nuclear Security Administration to manage and operate Sandia National Laboratories, a Federally Funded Research and Development Center and the nation's premier science and engineering laboratory for national security and technology innovation.
9. Honeywell and Sandia are separate corporate entities.
10. Honeywell's filings with the Securities and Exchange Commission refer to Sandia as a subsidiary, rather than as a department or division of Honeywell.
11. Since its inception, Sandia has operated independently from Honeywell.
12. Honeywell's and Sandia's financials are completely separate and distinct. Honeywell and Sandia maintain their own separate bank accounts and do not comingle funds. Honeywell and Sandia have separate accounting systems and Honeywell does not pay any salaries or other expenses or losses of Sandia, as Sandia is sufficiently capitalized on its own to pay its bills or other debts.
13. Honeywell and Sandia maintain separate corporate records. Sandia has its own Articles of Organization as an LLC, and has its own bylaws, meeting minutes, tax returns, accounting records, bank statements, and human resource files. Sandia also maintains and implements its own company policies and handbooks, which are distributed by its own Human Resources department.

Sandia has complete discretion in making personnel decisions, including decisions for hiring, firing, disciplining, setting the work hours, evaluating performance, and making decisions concerning safety and other employee policies or requirements.

14. Honeywell and Sandia each maintain their own separate workforces and separate headquarters.

Honeywell and Sandia maintain separate payroll records for their respective employees, pay taxes separately, and process payroll separately. Honeywell and Sandia do not share any employees, do not share any common officers or directors, and no Honeywell employee works at any Sandia location.

15. Sandia has its own management team that runs its day-to-day operations, including marketing, account management, administrative services, accounting, project management, human resources, and others.

16. Honeywell is not a party to the contracts that Sandia enters into with its customers, does not negotiate the contracts, and does not dictate the terms of the contracts.

17. Honeywell is not a party to Sandia's M&O contract with the United States Department of Energy, National Nuclear Security Administration.

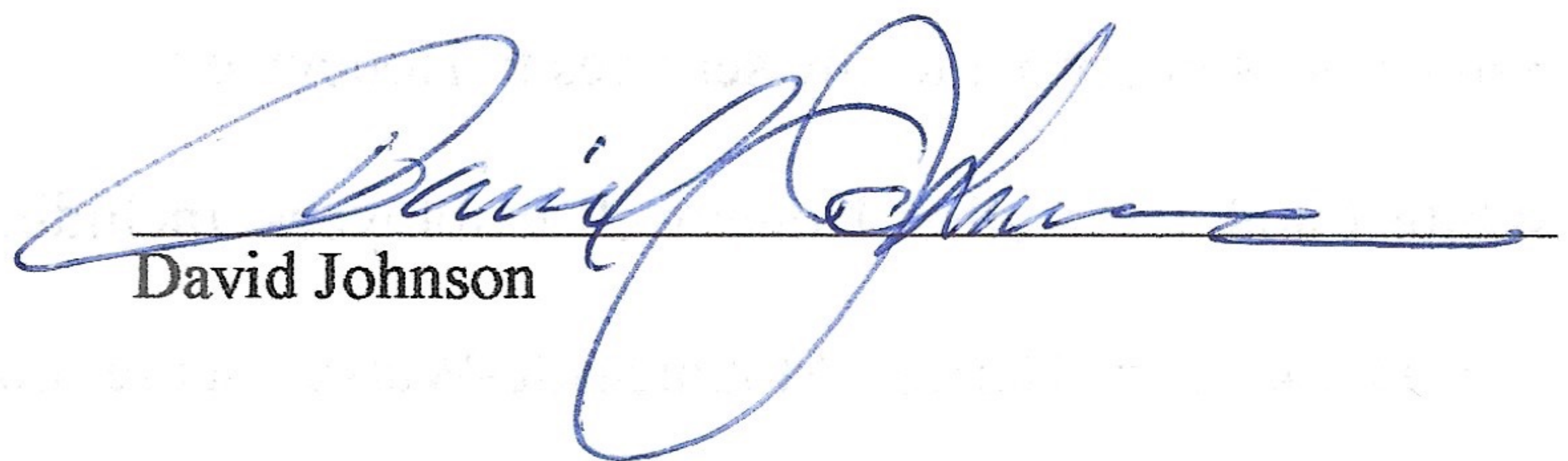
18. Sandia does not provide any services to Honeywell.

19. While I and some other Honeywell employees, including Brian Wenig, Chase Carpenter, Evan van Hook, and Harriet Mountcastle-Walsh, serve on Sandia's Board of Managers, other individuals who are not affiliated with Honeywell, including Ambassador Linton F. Brooks, General Kevin Chilton, Ambassador Joseph R. DeTrani, John R. Longenecker, John C. Mester, and the Honorable Franklin C. Miller, also serve on Sandia's Board of Managers and make up its majority. The Honeywell affiliated members of Sandia's Board of Managers wear separate "hats" when performing tasks for each corporation. For example, when in my Honeywell role, I serve as

the primary interface with federal customers and industry partners to lead integration of Honeywell-affiliated sites. As a member of Sandia's Board of Managers, I focus on providing governance leadership to Sandia. No Sandia employees or members of its Board of Managers serve on Honeywell's Board of Directors.

20. Honeywell did not and does not employ Plaintiff Charles Oakes, or Defendants Carol Adkins and Paul Shoemaker. None of these individuals were paid by Honeywell, worked at its offices, were part of Honeywell's business operations, or were subject to Honeywell's employee handbook and policies.
21. Sandia has complete discretion in making all personnel decisions concerning its employees, including all decisions concerning hiring, work hours, compensation, discipline, and termination.
22. Honeywell had no input in any decisions concerning Plaintiff Oakes, including the decision to terminate him.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.


David Johnson

Date: 4/4/2022